

■ NNA Advertising Agreement**Article 1 (Fundamental Points)**

1. These Terms and Conditions is governed by and construed in accordance with the laws of Japan.
2. The NNA Group (hereinafter, "NNA") consists of NNA Japan Co., Ltd. and its organizations in various countries, whether corporations, branch offices, bureaus or other posts.
3. These Terms and Conditions constitute a portion of the advertisement publication application form for the advertisement publication services provided by NNA, and the agreement conditions regarding the content of the application.
4. In the event an advertisement publication agreement is executed by means of an instrument other than these Terms and Conditions, that advertisement publication agreement shall prevail in application over the content stated herein.

Article 2 (Formation of Agreement)

1. The applicant, upon consenting to the entirety of these Terms and Conditions, shall fill out the required matters in NNA's prescribed application form and sent the form in by no later than ten (10) days prior to the desired advertisement publication start date.
2. An advertisement publication agreement shall be formed when NNA provides a manifestation of intent without delay consenting to the application provided by the applicant pursuant to the preceding paragraph.

Article 3 (Submission of Draft Advertisement)

1. When submitting a draft advertisement, the applicant shall submit the draft by the date and time designated by NNA and in the format and form designated by NNA. In addition, the same shall apply when changes are made to an advertisement for which a draft has been submitted.
2. In the event the applicant willfully or negligently fails to submit the draft advertisement prescribed in the preceding paragraph, NNA shall be released from its duty to perform the obligation under the advertisement publication agreement; provided, however, that NNA shall be entitled to seek the advertisement publication fee from the applicant for the time period in which the corresponding advertisement could not be published.

Article 4 (Review of Advertisement)

1. The publication manuscript and the provided banners and link sites shall be reviewed based on NNA's standards. In the event that in the review NNA determines these items correspond to any of the following respective items, it shall be entitled to seek changes to the content, form and design of the advertisement, the link address and the like. In addition, a similar review shall be conducted when changes are made to the advertisement during the term of the agreement. The review conducted by NNA does not warrant that the corresponding advertisement complies with relevant laws and regulations:

- (1) Content that contain adult related links and sites and;
- (2) Sites and content that contain content that violates the protection of copyrights and other intellectual property rights;
- (3) Sites and content other than the foregoing that publishes illegal content;
- (4) Sites and content that infringe on third party rights;
- (5) Sites and content that target family, friends and other specific users;
- (6) Meetup sites and content;
- (7) Other sites and content that run contrary to public order and good morals; and,
- (8) Sites that are completely unrelated to the banner content.

2. In the event the applicants consent to change is not obtained regarding the preceding paragraph or in the event NNA is unable to request relevant changes prior to the prescribed start of the publication of the advertisement, NNA shall be entitled to cancel the corresponding advertisement publication agreement without owing liability for default or liability for the compensation of damages to the applicant.

Article 5 (Applicant's Obligations)

1. The applicant shall update the content in a timely manner, shall enhance the appeal of the content published on the site, and shall maintain the site so that it is frequently accessed.
2. In the event the advertisement will be temporarily stopped or suspended, notice of the timing thereof and the restart timing must be provided to NNA in advance.
3. The applicant shall provide NNA with notice of changes whenever changes are made to the content of the application.

Article 6 (Advertising Fees)

1. The advertising fees shall be as set forth in the fee table set forth separately by NNA.
2. The applicant, as a fee for publication, shall pay NNA the advertising fees based on the content of the invoice.
3. The fees set forth or displayed in the application form and fee table shall not include consumption taxes, value added taxes, or other transaction related taxes commensurate thereto, and terms and conditions may be established separately by region.

Article 7 (Payment Method)

1. NNA shall issue an invoice for the advertising fees to the applicant promptly after the formation of the advertisement publication agreement, and the applicant shall pay the full amount of the invoiced advertising fees by no later six (6) business days prior to the publication date; provided, however, that in the invoicing of the advertising fees, if the publication of an advertisement of the type separately prescribed by NNA extends for two (2) or more months, the advertising fees shall be paid monthly, and each month NNA shall bill an amount calculated by dividing the total amount of the corresponding advertisement fees by the number of months (or number of days) of publication, and pursuant to this invoice the applicant shall pay NNA the following month's advertising fees by no later than six (6) business days prior to the anniversary of the monthly publication start date.

2. Notwithstanding the provisions of the preceding paragraph, based on the results of the review by NNA, the applicant may be allowed to defer payment of the publication fees. In the event deferred payment is allowed pursuant to this Article, NNA shall separately issue an invoice to the applicant in a format separately set forth by NNA stating that deferred payment is allowed. In such instances, NNA shall issue an invoice for the advertisement publication fees to the applicant after the formation of an agreement, and the applicant shall pay the full amount of the corresponding advertisement publication fees invoice by NNA by the last day of the following month; provided, however, that if the publication of an advertisement extends for two (2) or more months, the advertising fees shall be paid each month, and each month NNA shall bill an amount calculated by dividing the total amount of the corresponding advertisement fees by the number of months of publication, and pursuant to this invoice the applicant shall pay NNA the advertising fees. Furthermore, the advertising fees for the publication start month and the publication end month shall be billed on a prorated basis.

3. Notwithstanding the provisions of Paragraph 1, NNA may change the payment conditions when found specifically necessary thereby. In such instances NNA shall provide the applicant with notice of the changed payment conditions together with notice of consent.

4.The advertising fees for advertisements which will be published for less than one (1) month shall be prorated.

5.The payment of the advertising fees set forth in this Article shall be conducted by remitting funds to the bank account prescribed by NNA, adding the consumption taxes to the advertising fees. Furthermore, the remittance bank charges shall be borne by the applicant.

Article 8 (Result of Late Payment)

1.In the event the applicant is late in the payments set forth in the preceding Article, NNA shall be entitled to stop all publication of advertisements under the advertisement publication agreement and other advertisement publication agreements formed as of the time of the lateness, and the prescribed advertising fees shall be assessed during the term the advertisement is stopped. In such instances, the applicant shall not be entitled to seek compensation for damages from NNA for the stoppage of the publication of the advertisement.

2.In the event the applicant fails to provide the payments prescribed in the preceding paragraph, the applicant shall pay NNA delay damages assessed at an annual rate of 14.6% based on the number of days.

Article 9 (Payment of Cancellation Fees)

1.When suspending the publication of an advertisement, the applicant must provide notice to NNA and pay cancellation fees as follows:

(1)In the event the date of notice is after the agreement formation date and five (5) business days prior to the publication start date, fifty percent (50%) of the total advertising fees and production fees;

(2)In the event the date of notice is between four (4) to two (2) business days prior to the publication start date, eighty percent (80%) of the total advertising fees and production fees; and,

(3)In the event the date of notice is one (1) business day prior to the publication start date, one hundred percent (100%) of the total advertising fees and production fees.

2.In the event the applicant provides prepayment pursuant to Article 7, Paragraph 1, NNA shall deduct the cancellation fee from the paid amount and shall refund the balance by remitting funds to the applicant's bank account. Furthermore, the remittance bank charges shall be borne by NNA.

3.In the event the applicant provides deferred payment pursuant to Article 7, Paragraph 2, the applicant must pay NNA the cancellation fee set forth in Paragraph 1 of this Article.

Article 10 (Cancellation of Agreement)

1.In the event the applicant corresponds to one of the following respective items, NNA, by providing notice to the applicant, shall be entitled to immediately cancel all or a portion of this Agreement without requiring preemptory notice to the applicant or any other procedures:

(1)When in breach of Article 7;

(2)When in breach of this Agreement or other agreement with NNA and failing to provide prompt performance despite preemptory notice from NNA;

(3)When suffering attachment, provisional attachment, provisional disposition, public auction, disposition for delinquent taxes, cancellation of a business license or other disposition of public authority, or a petition is filed for special liquidation, civil rehabilitation procedures, corporate reorganization, bankruptcy or the like, when having a note or check dishonored, or when NNA otherwise finds that the applicant's financial situation has deteriorated;

(4)In the event the applicant or the applicant's agents, representatives, employees or the like violate laws and regulations (regardless of whether they are related to journalism) or the like, and NNA determines that the continued publication of the advertisement delegated by the applicant may harm the interests or credit of NNA or the applicant; or,

(5)When the applicant or the applicant's agents, representatives, employees or the like damage the credit of NNA, its affiliated companies or the advertising industry or NNA determines that there is a risk thereof.

2.In the event the applicant corresponds to one of the respective items of the preceding paragraph, the applicant shall have all the obligations it owes NNA (without limitation to the obligations under this advertisement publication agreement) accelerated.

Article 11 (Duty of Confidentiality)

The applicant must not provide, disclose or divulge to third party the confidential information of NNA learned in connection with the publication of the advertisement or advertisement publication agreement.

Article 12 (Indemnity)

1.NNA shall not be liable for the compensation of any damages suffered by the applicant in connection with the advertisement published by NNA. In addition, if a third party suffers damages in connection with the published content, the applicant shall compensate the damages at its own liability and expense.

2.NNA shall not be liable if a natural disaster, accident, national or regional censorship, communications regulations, system failure or emergency maintenance renders the performance of all or a portion of the obligations under the advertisement publication agreement impossible.

3.In the event NNA owes default liability or liability for the compensation of damages to the applicant for any reason related to the advertisement publication agreement, the amount of compensation shall be limited to a maximum of the publication fees under the corresponding advertisement publication agreement.

Article 13 (Modification of Agreement)

The applicant hereby consents that NNA shall be entitled to modify or revise the terms and conditions of this Agreement from time to time without the consent of the applicant; provided, however, that the terms and conditions as of the time of the formation of the agreement shall apply throughout the effective term of the agreement. In the event the term of the agreement is extended, the agreement shall be renewed upon the expiration of the term of the agreement, and the modified or revised terms and conditions effective at that point in time shall apply.

Article 14 (Court of Jurisdiction)

1.The Tokyo District Court shall be the court with exclusive jurisdiction by agreement over all disputes related to these Terms and Conditions provided, however, that the Tokyo Summary Court shall have jurisdiction over claims falling under the subject matter jurisdiction of the Tokyo Summary Court.

2.Matters not prescribed in these Terms and Conditions and questions related thereto shall be subject to mutual consultation between the parties in accordance with the principle of good faith.

Executed on June 1, 2019
NNA Group Representative: Hideichi Yamaga

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